# UNITED STATES OF AMERICA BEFORE THE NATIONAL LABOR RELATIONS BOARD

# AMPHENOL GRIFFITH ENTERPRISES, LLC

and

Case 28-CA-112759

# INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

#### **DECISION AND ORDER**

#### Statement of the Case

On February 26, 2014, Amphenol Griffith Enterprises, LLC (the Respondent), International Brotherhood of Electrical Workers, AFL-CIO (the Union), and the General Counsel of the National Labor Relations Board entered into a Formal Settlement Stipulation subject to the Board's approval. The parties waived all further and other proceedings before the Board to which they may be entitled under the National Labor Relations Act, as amended, and the Board's Rules and Regulations.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The formal Settlement Stipulation is approved and made a part of the record, and the proceeding is transferred to and continued before the Board in Washington, D.C., for the entry of a Decision and Order pursuant to the provisions of the formal Settlement Stipulation.

Based on the formal Settlement Stipulation and the entire record, the Board makes the following

# **Findings of Fact**

# 1. The Respondent's business

The Respondent is a Delaware limited liability company with an office and place of business in Cottonwood, Arizona. The Respondent engaged in the manufacture of electrical support systems for aviation and gas pipeline customers.

In conducting its business operations in Cottonwood during the one-year period ending September 6, 2013, the Respondent purchased and received goods valued in excess of \$50,000 directly from outside the State of Arizona.

<sup>&</sup>lt;sup>1</sup> On Feb. 26, 2014, Administrative Law Judge John J. McCarrick approved the parties' stipulation.

The Respondent is now, and has been at all material times, an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

# 2. The labor organization involved

At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

#### ORDER

Based on the above findings of fact, the Formal Settlement Stipulation, and the entire record and pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board orders that

The Respondent, Amphenol Griffith Enterprises, LLC, Cottonwood, Arizona, its officers, agents, successors and assigns, shall

- Cease and desist from
- (a) Discharging employees because of their union activities, sympathies, or support.
- (b) In any like or related manner interfering with, restraining, or coercing its employees in the exercise of their rights to self-organization, to form labor organizations, to join or assist the International Brotherhood of Electrical Workers, AFL-CIO, or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.
- 2. Take the following affirmative action necessary to effectuate the policies of the Act.
- (a) Within five days of the Board's Order, offer Paul Valenzuela full reinstatement to his former job, or if that job no longer exists, to a substantially equivalent position, without prejudice to his seniority or any other rights or privileges previously enjoyed.
- (b) Within five days of the Board's Order, remove from its files any reference to Valenzuela's discharge and within 3 days thereafter, notify him, in writing, that this was done and that the discharge will not be used against him in any way.
- (c) Within five days of the Board's Order, make Valenzuela whole for any loss of pay he may have suffered by reason of the discrimination against him, by payment to him in the following amount: \$6,053.00 backpay and \$35 interest, for a total amount of \$6,106.00. The Respondent shall make appropriate withholdings for Valenzuela. No

withholdings should be made from the interest portion of the backpay. The Respondent will also file a report with the Social Security Administration allocating the payment to the appropriate time periods.

- (d) Make Valenzuela whole for any additional loss of pay caused by the Respondent's failure, if any, to reinstate him in accordance with the provisions of this Order within 14 days from the date of this Order, by payment to him of the respective amount he would have earned if properly reinstated, from the 15th day after the date of this Order to the date of a proper offer of reinstatement, less his net earnings during such period, said amounts to be computed on a quarterly basis.
- (e) Within 14 days of service by Region 28, post at the Respondent's facility in Cottonwood, Arizona, copies of the attached notice marked "Appendix". Copies of the notice, on forms provided by Region 28, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, the Respondent shall distribute notices electronically, by email, posting on an intranet or internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. The Respondent will take reasonable steps to ensure that the notices are not altered, defaced or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since August 7, 2013.
- (f) Within 21 days after service by the Region, file with the Regional Director of Region 28 of the Board a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C., May 27, 2014.

	Mark Gaston Pearce,	Chairman
	Harry I. Johnson, III,	Member
	Nancy Schiffer,	Member
EAL)	NATIONAL LABOR RELATIONS BOARD	

(SEAL)

## **APPENDIX**

### NOTICE TO EMPLOYEES

# POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government

PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER AND A CONSENT JUDGMENT OF ANY APPROPRIATE UNITED STATES COURT OF APPEALS

## FEDERAL LAW GIVES YOU THE RIGHT TO:

Form, join, or assist a union; Choose a representative to bargain with us on your behalf; Act together with other employees for your benefit and protection; Choose not to engage in any of these protected activities.

**WE WILL NOT** do anything that interferes with these rights. More particularly:

**WE WILL NOT** discharge you because of your support for or activities on behalf of the **International Brotherhood of Electrical Workers** or any other union.

**WE WILL NOT** in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you under Section 7 of the Act.

**WE WILL** immediately offer full reinstatement to **PAUL VALENZUELA** to his former position, or if that position no longer exists, to a substantially equivalent position of employment without prejudice to his seniority or other rights and privileges.

**WE WILL** make **PAUL VALENZUELA** whole for any loss of earnings and other benefits he suffered as a result of our discriminatory conduct, with interest.

**WE WILL** remove from our files all references to the discharge of **PAUL VALENZUELA** and **WE WILL** notify him in writing that this has been done and that the discharge will not be used against him in any way.

AMPHENOL GRIFFITH ENTERPRISES, LLC